

Terms and Conditions

Read carefully

Please read these terms and conditions carefully before using our service.

These terms apply to all HeyLucy! Services you access through the HeyLucy! Platform.

We operate an online system which connects busy Allied Health Clinics with skilled Allied Health Locums.

These Terms of Access constitute an agreement between us and you. By registering with HeyLucy! and continuing to use the HeyLucy! Platform, you are deemed to have read, understood and accepted these Terms of Access.

We reserve the right to amend these Terms of Access from time to time. We will use our reasonable endeavours to draw your attention to such amendments (for example, by email or placing a notice on our website), however it remains your responsibility to periodically review these Terms of Access. You acknowledge and agree that your continued use of HeyLucy! Services after any changes to these Terms of Access will be deemed by us to be your acceptance of any amendments.

Any questions about these Terms of Access or requests for technical assistance may be sent to support@hey Lucy.com.au. Alternatively, you can call us on 1300 151 252

ALLIED HEALTH CLINIC TERMS OF ACCESS FOR THE HEYLUCY! PLATFORM

Last updated: April 2025

AGREEMENT TERMS

1. HEYLUCY! PLATFORM ACCOUNT

1.1 To access the HeyLucy! Platform, you must create an account with us by:

1.1.1 Providing the information requested by us; and

1.1.2 Creating a password that meets our minimum requirements.

1.2 You acknowledge and agree that:

1.2.1 You are responsible for ensuring all information you provide us is correct and, up to date.

1.2.2 You are responsible for the activity that occurs on your account.

- 1.2.3** You must take all necessary steps to protect your User ID, password and account from unauthorised access; and
- 1.2.4** You will immediately notify us if:
 - i. The information you have provided is incorrect, inaccurate or incomplete; or
 - ii. You become aware of or suspect that your User ID, password or account is being used or may have been accessed without your consent;
- 1.2.5** You must not use the HeyLucy! Platform for an illegal purpose or in a manner that is inconsistent with these Terms of Access; and
- 1.2.6** You must not supply or upload any content that: (i) would cause you or HeyLucy! to breach any law, regulation or code of conduct; (ii) is or could reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or breach of privacy; or (iii) that could infringe any person's rights, including their intellectual property.

2 HEYLUCY! SERVICES

- 2.1** If you create an account with us, we will provide HeyLucy! Services to you. These are technology, communication and administration services to enable you to use the HeyLucy! Platform which connects Allied Health Clinics with skilled Allied Health Locums (temporary healthcare professionals).
- 2.2** The Locum is responsible for providing all their relevant allied health professional services, inclusive of, but not limited to, all duties, standards of care and professional responsibilities as stipulated and in accordance with their professional registration body and AHPRA.
- 2.3** HeyLucy! does not provide Allied Health Clinic Services, employ or engage Locums or supply Locums to Allied Health Clinics. Locums do not work for HeyLucy!. All Locums who use the HeyLucy! Platform practice independently.
- 2.4** HeyLucy! Services include, but are not limited to:
 - 2.4.1** A website and mobile application which provides a platform that performs functions such as:
 - i. allowing you to create an account on the HeyLucy! Platform;
 - ii. enabling Allied Health Clinics to lodge a Request for Allied Health Services required by them, including specifying the details of the location, dates and times the Allied Health Services are required and the associated fees;

- iii. matching Allied Health Clinics with Allied Health Locums who respond to a Request for Allied Health Services that meet the criteria of the Allied Health Clinic;
 - iv. paying the Locum for Allied Health Services rendered on behalf of the Allied Health Clinic;
 - v. paying HeyLucy! for HeyLucy! Services; and
- 2.4.2** technical support services.

3 YOUR RESPONSIBILITIES

- 3.1** To use the HeyLucy! Platform, you warrant that you:
- 3.1.1** are 18 years or over.
 - 3.1.2** are the owner or authorised representative of the Allied Health Clinic
 - 3.1.3** will ensure that you maintain, without any suspension, restriction or limitation, all Approvals necessary to provide Allied Health Services in accordance with all applicable laws; and
 - 3.1.4** will provide us with copies of all Approvals referred to in clause 3.1.3 upon request.
- 3.2** You must immediately notify us of any changes to your Approvals or if any condition or other restriction is imposed on you that restricts your ability to provide Allied Health Services. You acknowledge that we may immediately suspend your account and refuse access to HeyLucy! Services as a result of any changes to your Approvals.

4 REQUESTING ALLIED HEALTH SERVICES

- 4.1** You may use the HeyLucy! Platform to request Allied Health Services. To request Allied Health Services, you must specify the location where the Allied Health Services are required, the dates and times the Allied Health Services are required, the hourly rate (including any applicable superannuation) which the Allied Health Clinic is willing to pay for the Allied Health Services and any other information required by the HeyLucy! Platform.
- 4.2** The HeyLucy! Platform keeps all information uploaded by you and Locums confidential. The HeyLucy! Platform will not disclose any information (for example, rates for Allied Health Services) to another party, but will match you to a Locum if one has specified that they meet your criteria.
- 4.3** You acknowledge that we will only notify Locums of your request who have indicated that they are willing to travel to the location of the Allied Health Clinic

and provide Allied Health Services for the hourly rate you have specified. If there are no Locums who meet your criteria, we will not be able to connect you to a Locum.

- 4.4** The Locum who meets the Allied Health Clinic's criteria and first accepts an Allied Health Clinic's Request for Allied Health Services will be placed with the Allied Health Clinic. If you are placed with the Allied Health Clinic, we will provide you with their details to enable you to connect to the Allied Health Clinic. We will also notify the Allied Health Clinic that you have been placed with them.
- 4.5** The Locum will provide the Allied Health Services to you directly. If a Locum is placed with you, a binding contract will be formed between you and the Locum on the Standard Terms of Engagement at the time we notify you of the placement. You are free to negotiate with the Allied Health Clinic changes to the Standard Terms of Engagement. You acknowledge that:
 - 4.5.1** HeyLucy! is not a party to any contract between the Locum and Allied Health Clinic; and
 - 4.5.2** HeyLucy! does not provide tax, contract, commercial or employment advice as to the engagement of Locums by Allied Health Clinics or warrant or represent that the Standard Terms of Engagement are suitable for your purposes.
- 4.6** It is a condition of using the HeyLucy! Platform that Locums have a registration with the Australian Health Practitioner Regulation Agency (AHPRA). It is your responsibility to ensure that the Locum is appropriately skilled and qualified to provide the Allied Health Services to you.
- 4.7** You acknowledge and agree that for the duration that the Locum is placed at your Allied Health Clinic, the Locum is responsible for:
 - 4.7.1** Complying with all applicable laws and contractual obligations relating to the operation of the Allied Health Clinic (which may or may not allow the use of locums);
 - 4.7.2** Ensuring the Locum provides the Allied Health Services with an appropriate level of skill, care and diligence and in compliance with all applicable laws; and
 - 4.7.3** Ensuring the Allied Health Clinic is free from workplace health and safety risks, and providing the Locum with appropriate training and access to the Allied Health Clinic's workplace policies and procedures.
- 4.8** You must immediately notify us in writing if you become aware of any event or circumstance in relation to the Locum or Allied Health Services which could reasonably be expected to directly or indirectly harm or diminish confidence in and/or the standing or reputation of HeyLucy!, the Locum, the Allied Health Clinic or the Allied Health Services.

5 CANCELLATION

- 5.1 You may cancel an Engagement by giving the Locum not less than 72 hours' notice of cancellation before the start of the Shift, using the cancellation function on the HeyLucy! Platform. If you cancel an Engagement within 72 hours, you must pay us a cancellation fee of \$50 and the locum 50% of the locums shift fee.
- 5.2 The Locum may cancel an Engagement by giving you not less than 72 hours' notice of cancellation before the start of the Shift using either the cancellation function on the HeyLucy! Platform or by contacting the HeyLucy! support team.

6 RESTRAINT

- 6.1 If HeyLucy! introduces you to a Locum, you must use the HeyLucy! Platform to continue receiving Allied Health Services from that Locum. You must not at any time persuade or attempt to persuade any Locum you are introduced to through the HeyLucy! Platform to cease using the HeyLucy! Platform and provide services directly to you outside the HeyLucy! Platform.
- 6.2 We may suspend your account if we reasonably believe you have not complied with this restraint.
- 6.3 If you fail to comply with clause 6.1, we may charge you a fee of \$50 for each Shift a Locum works for you that is not arranged through the HeyLucy! Platform. You agree that the amount of this fee constitutes a reasonable and good faith pre-estimate of loss that we will suffer and is not a penalty.
- 6.4 If you employ a Locum at any time after the Locum has provided Allied Health Services to you using the HeyLucy! Platform, you must pay us a referral fee equal to 10% of the Locum's total remuneration package (including wages, benefits, bonuses and superannuation contributions) in the first year of employment. You must promptly notify us if you employ such a Locum and provide details of the Locum's total remuneration package.

7 FEES AND OTHER CHARGES

7.1 Allied Health Clinic Charges

- 7.1.1 The Allied Health Service Fees for Allied Health Services will be charged at the hourly rate(s) you specify on the HeyLucy! Platform in respect of the request for the Allied Health Services.
- 7.1.2 The Allied Health Service Fees are inclusive of superannuation contributions sufficient for you to avoid a charge under the *Superannuation Guarantee Charge Act 1992* (Cth). If the Locum is operating as a Sole Trader you must make the superannuation contributions to the complying superannuation fund of the Locum's choice as nominated by the Locum through the HeyLucy! Platform. If the Locum does not nominate a superannuation fund, you must make superannuation contributions to a superannuation fund of your choice. If a Locum is operating as a Company/Trust/Partnership it is their responsibility to pay superannuation.

7.1.3 HeyLucy! will issue the Allied Health Clinic an RCTI (recipient created tax invoice) each Monday for each Shift or part of a Shift completed in the previous week.

7.1.4 We will prepare RCTI's based on the time recorded by Locum's and entered on the HeyLucy! Platform. You will have the opportunity to check these time entries on a real-time basis to either approve or dispute them. If you do not dispute a time entry within 48 hours of it being entered, then the entry will be deemed to be correct, and you must not dispute it.

7.1.5 The Allied Health Clinic acknowledges that the Locum has appointed HeyLucy! as the Locum's sole agent to collect Allied Health Service Fees

7.2 HeyLucy! Service Fees

7.2.1 The Allied Health Clinic agrees to pay the HeyLucy! Service Fee to HeyLucy! in consideration for the provision of the HeyLucy! Services.

7.2.2 We may adjust the HeyLucy! Service Fee from time to time by giving you at least one month's notice.

7.3 Payments

7.3.1 The Allied Health Clinic is required to pay the Charges within 7 days of receipt of a valid tax invoice or RCTI (as the case may be) provided by HeyLucy!.

7.3.2 HeyLucy! may suspend the provision of the HeyLucy! Service at any time if any Charges remain unpaid for more than 7 days after the due date.

7.4 GST

7.4.1 Unless the context indicates otherwise, any term or expression in this clause that is defined or used in the GST Act has the meaning given to it in the GST Act.

7.4.2 The Charges for any supply made under or in connection with these Terms of Access are exclusive of GST.

7.4.3 If:

(a) a party makes a supply under or in connection with these Terms of Access that is subject to GST; and

(b) the consideration for such a supply is not expressed to be GST inclusive, then in addition to the consideration otherwise to be paid or provided for that supply but for the application of this clause, the recipient of that supply shall, subject to receipt of a tax invoice or RCTI by the relevant party, pay an amount equal to the GST payable.

7.4.4 You authorise HeyLucy! to issue RCTI's on your behalf in respect of the Allied Health Services supplied to you.

7.4.5 The Allied Health Clinic warrants that it is registered or will be registered for GST and has an Australian Business Number at each time a taxable supply is made.

7.4.6 The Allied Health Clinic must pay any other applicable charges, taxes and duties in addition to the Charges.

8 ACCESS TO THE HEYLUCY! PLATFORM

8.1 You acknowledge and agree that:

8.1.1 the HeyLucy! Platform may not function as intended (or at all) if you do not have hardware, software or internet access that is compatible with the HeyLucy! Platform;

8.1.2 any timeframes we provide to you in relation to the HeyLucy! Platform are estimates only;

8.1.3 the HeyLucy! Platform may not be available from time to time, and we make no guarantee the HeyLucy! Platform will be available 24/7.

8.1.4 Where the HeyLucy! Platform are to be subject to scheduled maintenance, we will use our reasonable endeavours to notify you, and

8.1.5 we make no representation and give no warranty that the HeyLucy! Platform will be free from errors and defects.

9 INTELLECTUAL PROPERTY

9.1 You acknowledge and agree that:

9.1.1 all right, title and interest in and to the HeyLucy! Platform (including all Intellectual Property Rights) vest in and belong to us;

9.1.2 the rights in the HeyLucy! Platform are licensed to you on a personal, revocable, non-exclusive and non-commercial basis as set out in these Terms of Access; and

9.1.3 nothing in these Terms of Access should be construed as constituting an assignment of the Intellectual Property Rights or other rights in the HeyLucy! Platform to you.

10 CONFIDENTIALITY AND PRIVACY

10.1 Any information you disclose to us or our contractors as part of the Allied Health Services will be kept confidential by us, our contractors, employees and agents. We will not disclose such information without your prior written consent or if required to disclose the information by law, for example, to a court in response to a subpoena.

- 10.2** If any personal or health information is disclosed to us, we will treat that information in accordance with the Privacy Laws and any applicable health records legislation.

11 RECORDS

- 11.1** All records created by us or our staff as part of the HeyLucy! Platform belongs to us and remains our property. Our records will only relate to administrative matters such as personal contact details, Allied Health Service request details and payment.
- 11.2** Your Locum is responsible for keeping all medical and health records created in connection with the Allied Health Services rendered.

12 INSURANCE

- 12.1** You are responsible for ensuring the Allied Health Clinic has and maintains all appropriate insurances required to enable the Locum to provide the Allied Health Services, including, without limitation, public liability insurance and workers' compensation insurance as required by law.

13 COMPLAINTS

- 13.1** If you have any concerns and wish to make a complaint regarding the Allied Health Services you must make the complaint directly to your Locum or AHPRA. HeyLucy! is not responsible for handling any complaints you may have regarding the provision of the Allied Health Services.
- 13.2** If you have any concerns regarding the HeyLucy! Service, please direct them to HeyLucy! at support@hey Lucy.com.au
- 13.3** You must indemnify us against all Loss which HeyLucy! suffers or incurs as a result of or in connection with any claims arising out of or in connection with the Allied Health Services (including any complaints made under this clause) or the provision of the Allied Health Services by the Locum.

14 WARRANTIES AND LIABILITY

- 14.1** To the extent permitted by law, you acknowledge and agree that we do not make any warranties, representations or guarantees as to:
- 14.1.1** the suitability, skills and qualifications of a Locum who accepts your Request for Allied Health Services;
- 14.1.2** the access to or use of the HeyLucy! Platform being uninterrupted, timely, secure, error-free or continuing for any period of time;

- 14.1.3** the availability of access to or use of the HeyLucy! Platform in respect of specific geographical areas;
- 14.1.4** the ability of the HeyLucy! Platform to operate with any other hardware, software, system or data, and all other terms, conditions and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by us of the HeyLucy! Platform or otherwise in connection with these Terms of Access are, to the maximum extent permitted by law, expressly excluded.
- 14.2** We will not be liable for any Loss (including indirectly or consequential loss) however caused which may be suffered or incurred or which may arise directly or indirectly in respect of the use of the HeyLucy! Platform.
- 14.3** To the extent that we cannot lawfully exclude our liability to you, then to the maximum extent permitted by Law, we limit our liability to you to the cost of resupplying the Allied Health Services to you as contemplated under these Terms of Access.
- 14.4** Nothing in these Terms of Access excludes, restricts or modifies any rights that you may have under existing laws, including *the Competition and Consumer Act 2010 (Cth)*.

15 ACCOUNT SUSPENSION OR TERMINATION

- 15.1** You acknowledge and agree that we may monitor your account and activity on the HeyLucy! Platform from time to time.
- 15.2** We may at any time suspend or terminate your access to the HeyLucy! Platform, including if any of the following occurs:
 - 15.2.1** we detect any suspicious activity occurring in relation to your account, including creating false accounts with the intention of determining the price of Allied Health Services;
 - 15.2.2** for any reason, as long as we give you at least 30 days' notice;
 - 15.2.3** you default in payment of any Charges when they fall due;
 - 15.2.4** you breach these Terms of Access;
 - 15.2.5** the information you have provided to us is inaccurate, incomplete or outdated and you do not immediately take steps to correct the information.
 - 15.2.6** we are required to do so to comply with a law, order or instruction.
 - 15.2.7** if we determine that it is not technically or operationally feasible or commercially viable to continue providing you access to the HeyLucy! Platform; or

15.2.8 we are required to disable access to the HeyLucy! Platform to carry out support and/or maintenance.

15.3 If your account is suspended or terminated, you remain liable to pay any outstanding Charges, including any Charges payable for Shifts that have not been completed at the time your account is suspended or terminated.

16 GENERAL

16.1 These Terms of Access constitute the entire agreement with respect to your access to and use of the HeyLucy! Platform.

16.2 We may update these terms and conditions at any time. We will provide you with 7 days' notice of any change to these conditions. If you have any concerns or do not agree to the changes to the terms, please notify us as soon as possible.

16.3 If any information given to you by our personnel is inconsistent with these Terms of Access, these Terms of Access prevail.

16.4 We may send you notices electronically by email to the email address listed as you provided when you created your account. You must notify us promptly of any change to your email address.

16.5 We will try to resolve any disagreements quickly and efficiently. If you are not satisfied with the way we deal with any disagreement and you want to start court proceedings, the laws of the State of South Australia, Australia apply to these Terms of Access and you may only pursue a legal action or proceeding in relation to HeyLucy! Services in South Australia, Australia.

16.6 The rights conferred on you under these Terms of Access are personal to you and cannot be assigned or novated to another party except with our prior written consent.

16.7 Clauses 9 (Intellectual Property), 10 (Confidentiality and Privacy), 14 (Warranties and Liability) and this clause 16.7 (General) and any associated definitions survive the termination or expiry of these Terms of Access.

17 Definitions

17.1 In these Terms of Access:

- **Approvals** includes certifications, licenses, qualifications and registrations.
- **Charges** means all fees and other amounts payable by the Allied Health Clinic in accordance with these Terms of Access and includes the HeyLucy! Service Fee, and the Allied Health Service Fee.
- **Engagement** means the engagement by you of the Locum to provide Allied Health Services in accordance with the contract that is created between you and a Locum pursuant to clause 4.5.

- **GST Act** means the A New System (Goods and Services Tax) Act 1999 (Cth).
- **Intellectual Property Rights** means any copyright, trademark (whether registered or unregistered), design, patent, semiconductor or circuit layout rights, trade, business or company names, other proprietary rights and rights to the registration of any of the foregoing existing anywhere in the world and existing before, on or after the commencement of these Terms of Access;
- **Locum** refers to a professional connected to the Allied Health Clinic via the HeyLucy! Platform who is available to deliver Allied Health Services and meets the required criteria.
- **HeyLucy!, us or we** means Allied Health Locums Australia Pty Ltd ABN 82 676 643 824
- **HeyLucy! Platform** means the online platform and mobile application owned and operated by HeyLucy!.
- **HeyLucy! Services** means the services we provide to Allied Health Clinics under these Terms of Access by means of the HeyLucy! Platform.
- **HeyLucy! Service Fee** means the fee payable by the Allied Health Clinic to HeyLucy! in consideration for the provision of the Allied Health Services, being the fee per Shift
- **HeyLucy! Website** means our website at www.hey Lucy.com.au.
- **Loss** refers to any loss, liability, damage, cost, or expense.
- **Allied Health Clinic** means a clinic that is registered with the HeyLucy! Platform and is authorised to request Allied Health Services in accordance with these Terms of Access.
- **Allied Health Services** means the Allied Health Services delivered directly to the Allied Health Clinic by a Locum engaged through the HeyLucy! Platform.
- **Allied Health Service Fee** means the fee payable by the Allied Health Clinic to the Locum for the provision of the Allied Health Services.
- **Privacy Laws** means *the Privacy Act 1988* (Cth) and the Australian Privacy Principles (as defined in that Act).
- **RCTI** means a recipient-created tax invoice as defined by the GST Act.
- **Standard Terms of Engagement** the 'Terms of Engagement (Standard Terms) between the Locum and the Allied Health Clinic
- **Terms of Access** means these terms of access as varied from time to time.
- **User ID** means your email address or other details which you use to access the HeyLucy! Platform.

- **Shift** means the duration of the Engagement as specified in the Request for Allied Health Services.
- **Request for Allied Health Services** means the request by the Allied Health Clinic for the Services made through the HeyLucy! Platform in accordance with the Allied Health Clinic's Terms of Access, which has been accepted by the Locum in accordance with the Locum Terms of Access.

LOCUM TERMS OF ACCESS FOR THE HEYLUCY! PLATFORM

Last updated: April 2025

AGREEMENT TERMS

1 HEYLUCY! PLATFORM ACCOUNT

- 1.1 To access the HeyLucy! Platform, you must create an account with us by:
 - 1.1.1 Providing the information requested by us; and
 - 1.1.2 Creating a password that meets our minimum requirements.
- 1.2 You acknowledge and agree that:
 - 1.2.1 You are responsible for ensuring all information you provide us is correct and. up to date.
 - 1.2.2 You are responsible for the activity that occurs on your account.
 - 1.2.3 You must take all necessary steps to protect your User ID, password and account from unauthorised access; and
 - 1.2.4 You will immediately notify us if:
 - i. The information you have provided is incorrect, inaccurate or incomplete; or
 - ii. You become aware of or suspect that your User ID, password or account is being used or may have been accessed without your consent;
 - 1.2.5 You must not use the HeyLucy! Platform for an illegal purpose or in a manner that is inconsistent with these Terms of Access; and

- 1.2.6** You must not supply or upload any content that: (i) would cause you or HeyLucy! to breach any law, regulation or code of conduct; (ii) is or could reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or breach of privacy; or (iii) that could infringe any person's rights, including their intellectual property.

2 HEYLUCY! SERVICES

- 2.1** If you create an account with us, we will provide HeyLucy! Services to you. These are technology, communication and administration services to enable you to use the HeyLucy! Platform which connects Allied Health Clinics with skilled Allied Health Locums (temporary healthcare professionals).
- 2.2** The Locum is responsible for providing all their relevant allied health professional services, inclusive of, but not limited to, all duties, standards of care and professional responsibilities as stipulated and in accordance with their professional registration body and AHPRA.
- 2.3** HeyLucy! does not provide Allied Health Clinic Services, employ or engage Locums or supply Locums to Allied Health Clinics. Locums do not work for HeyLucy!. All Locums who use the HeyLucy! Platform practice independently.
- 2.4** HeyLucy! Services include, but are not limited to:
- 2.4.1** A website and mobile application which provides a platform that performs functions such as:
- i. allowing you to create an account on the HeyLucy! Platform;
 - ii. enabling Allied Health Clinics to lodge a Request for Allied Health Services required by them, including specifying the details of the location, dates and times the Allied Health Services are required and the associated fees;
 - iii. matching Allied Health Clinics with Allied Health Locums who respond to a Request for Allied Health Services that meet the criteria of the Allied Health Clinic;
 - iv. paying the Locum for Allied Health Services rendered on behalf of the Allied Health Clinic;
 - v. paying HeyLucy! for HeyLucy! Services; and
- 2.4.2** technical support services.

3 YOUR RESPONSIBILITIES

- 3.1** To use the HeyLucy! Platform, you warrant that you:
- 3.1.1** are 18 years or over.

- 3.1.2** will ensure that you maintain, without any suspension, restriction or limitation, all Approvals necessary to provide Allied Health Services in accordance with all applicable laws; and
 - 3.1.3** will provide us with copies of all Approvals referred to in clause 3.1.2 upon request.
- 3.2** You must immediately notify us of any changes to your Approvals or if any condition or other restriction is imposed on you that restricts your ability to provide Allied Health Services. You acknowledge that we may immediately suspend your account and refuse access to HeyLucy! Services as a result of any changes to your Approvals.

4 PLACEMENTS

- 4.1** You may use the HeyLucy! Platform to accept requests for Allied Health Services.
- 4.2** The Locum who meets the Allied Health Clinic's criteria and first accepts a Request for Allied Health Services will be placed with the Allied Health Clinic. If you are placed with the Allied Health Clinic, we will provide you with their details to enable you to connect to the Allied Health Clinic. We will also notify the Allied Health Clinic that you have been placed with them.
- 4.3** You will provide Allied Health Services to the Allied Health Clinic directly. If you are placed with a Allied Health Clinic, a binding contract will be formed between you and the Allied Health Clinic on the Standard Terms of Engagement at the time we notify the Allied Health Clinic of your placement. You are free to negotiate with the Pharmacy changes to the Standard Terms of Engagement. You acknowledge that:
 - 4.3.1** HeyLucy! is not a party to any contract between the Locum and Allied Health Clinic; and
 - 4.3.2** HeyLucy! does not provide tax, contract, commercial or employment advice as to the engagement of Locums by Allied Health Clinics or warrant or represent that the Standard Terms of Engagement are suitable for your purposes.
- 4.4** It is a condition of using the HeyLucy! Platform that you have a registration with the Australian Health Practitioner Regulation Agency (AHPRA).
- 4.5** You must immediately notify us in writing if you become aware of any event or circumstance in relation to the Allied Health Clinic at which you are placed or Allied Health Services you supply which could reasonably be expected to directly or indirectly harm or diminish confidence in and/or the standing or reputation of HeyLucy!, the Locum, the Allied Health Clinic or the Allied Health Services.

5 CANCELLATION

- 17.2** You may cancel an Engagement by giving the Allied Health Clinic not less than 72 hours' notice of cancellation before the start of the Shift, using the cancellation function on the HeyLucy! Platform or by contacting the HeyLucy! support team.
- 5.1** The Allied Health Clinic may cancel an Engagement by giving you not less than 72 hours' notice of cancellation before the start of the Shift using the cancellation function on the HeyLucy! Platform.

6 RESTRAINT

- 6.1** If HeyLucy! introduces you to an Allied Health Clinic, you must use the HeyLucy! Platform to continue providing Allied Health Services to that Allied Health Clinic. You must not at any time persuade or attempt to persuade any Allied Health Clinic you are introduced to through the HeyLucy! Platform to cease using the HeyLucy! Platform and acquire services directly from you outside of the HeyLucy! Platform.
- 6.2** We may suspend or terminate your account if we reasonably believe you have not complied with this restraint.
- 6.3** If you fail to comply with clause 6.1, we may charge you a fee of \$100 for each Shift you work for an Allied Health Clinic that is not arranged through the HeyLucy! Platform. You agree that the amount of this fee constitutes a reasonable and good faith pre-estimate of loss that we will suffer, having regard to the fact, among other things, that we may not be paid a fee by the Allied Health Clinic for the Shift you work. You agree that this fee is not a penalty.

7 FEES AND OTHER CHARGES

7.1 Allied Health Clinic Charges

- 7.1.1** The Allied Health Service Fees for Allied Health Services will be specified on the HeyLucy! Platform in the request for the Allied Health Services.
- 17.2.1** The Allied Health Service Fees are inclusive of superannuation contributions sufficient for you to avoid a charge under the *Superannuation Guarantee Charge Act 1992* (Cth). You must make superannuation contributions to the complying superannuation fund of the Locum's choice as nominated by the Locum through the HeyLucy! Platform. If the Locum does not nominate a superannuation fund, you must make superannuation contributions to a superannuation fund of your choice. If a Locum is operating as a Company/Trust/Partnership it is their responsibility to pay superannuation.
- 7.1.2** We will issue RCTIs (recipient created tax invoice) on behalf of the Allied Health Clinic in respect of the Allied Health Services you supply. You do not need to (and must not) issue a tax invoice to the Allied Health Clinic for a Shift. The Pharmacy must pay each RCTI to HeyLucy! in accordance with the Allied Health Clinics Terms of Access.

- 7.1.3** HeyLucy! will issue the Allied Health Clinic an RCTI (recipient created tax invoice) each Monday for each Shift or part of a Shift completed in the previous week.
- 7.1.4** HeyLucy! shall pay the invoiced Allied Health Clinic Charges owing to you within 48 hours of issuance of the Recipient Created Tax Invoice (RCTI).
- 7.1.5** You appoint HeyLucy! as your sole agent to collect Allied Health Service Fees on your behalf. HeyLucy! will collect Allied Health Service Fees from the Allied Health Clinics who engage you.
- 7.1.6** If a dispute arises in relation to the Allied Health Service Fees paid by the Allied Health Clinic that engaged you, whether to us or from us to you, you must resolve the dispute directly with the Allied Health Clinic. HeyLucy! shall not be involved in any such dispute unless there is a manifest error on the part of HeyLucy!. For the purposes of this clause, a “manifest error” means an obvious or indisputable clerical or accounting mistake that can be objectively verified through supporting documentation. You agree to indemnify and hold HeyLucy! harmless from and against any Loss incurred or suffered as a result of your involvement of HeyLucy! in such a dispute, except where a manifest error by HeyLucy! is clearly established.

8 ACCESS TO HEYLUCY! SERVICES

- 8.1** You acknowledge and agree that:
 - 8.1.1** the HeyLucy! Platform may not function as intended (or at all) if you do not have hardware, software or internet access that is compatible with the HeyLucy! Platform;
 - 8.1.2** any timeframes we provide to you in relation to the HeyLucy! Platform are estimates only;
 - 8.1.3** the HeyLucy! Platform may not be available from time to time, and we make no guarantee the HeyLucy! Platform will be available 24/7.
 - 8.1.4** Where the HeyLucy! Platform are to be subject to scheduled maintenance, we will use our reasonable endeavours to notify you, and
 - 8.1.5** we make no representation and give no warranty that the HeyLucy! Platform will be free from errors and defects.

9 INTELLECTUAL PROPERTY

- 9.1** You acknowledge and agree that:
 - 9.1.1** all right, title and interest in and to the HeyLucy! Platform (including all Intellectual Property Rights) vest in and belong to us;

- 9.1.2 the rights in the HeyLucy! Platform are licensed to you on a personal, revocable, non-exclusive and non-commercial basis as set out in these Terms of Access; and
- 9.1.3 nothing in these Terms of Access should be construed as constituting an assignment of the Intellectual Property Rights or other rights in the HeyLucy! Platform to you.

10 CONFIDENTIALITY AND PRIVACY

- 10.1 Any information you disclose to us or our contractors as part of the Services will be kept confidential by us, our contractors, employees and agents. We will not disclose such information without your prior written consent or if required to disclose the information by law, for example, to a court in response to a subpoena.
- 10.2 If any personal or health information is disclosed to us, we will treat that information in accordance with the Privacy Laws and any applicable health records legislation.

11 RECORDS

- 11.1 All records created by us or our staff as part of the HeyLucy! Platform belongs to us and remains our property. Our records will only relate to administrative matters such as personal contact details, Allied Health Service request details and payment.
- 11.2 You are responsible for keeping all medical and health records created in connection with the Allied Health Services rendered.

12 COMPLAINTS

- 12.1 If you have any concerns and wish to make a complaint regarding the Allied Health Services you must make the complaint directly to the Allied Health Clinic or AHPRA. HeyLucy! is not responsible for handling any complaints you may have regarding the provision of the Allied Health Services.
- 12.2 If you have any concerns regarding the HeyLucy! Service, please direct them to HeyLucy! at support@hey Lucy.com.au
- 12.3 You must indemnify us against all Loss which HeyLucy! suffers or incurs as a result of or in connection with any claims arising out of or in connection with the Allied Health Services (including any complaints made under this clause) or the provision of the Allied Health Services by the Locum.

13 WARRANTIES AND LIABILITY

- 13.1** To the extent permitted by law, you acknowledge and agree that we do not make any warranties, representations or guarantees as to:
- 13.1.1** the access to or use of the HeyLucy! Platform being uninterrupted, timely, secure, error-free or continuing for any period of time;
 - 13.1.2** the availability of access to or use of the HeyLucy! Platform in respect of specific geographical areas;
 - 13.1.3** the ability of the HeyLucy! Platform to operate with any other hardware, software, system or data, and all other terms, conditions and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by us of the HeyLucy! Platform or otherwise in connection with these Terms of Access are, to the maximum extent permitted by law, expressly excluded.
- 13.2** We will not be liable for any Loss (including indirectly or consequential loss) however caused which may be suffered or incurred or which may arise directly or indirectly in respect of the use of the HeyLucy! Platform.
- 13.3** To the extent that we cannot lawfully exclude our liability to you, then to the maximum extent permitted by Law, we limit our liability to you to the cost of resupplying the services to you as contemplated under these Terms of Access.
- 13.4** Nothing in these Terms of Access excludes, restricts or modifies any rights that you may have under existing laws, including *the Competition and Consumer Act 2010 (Cth)*.

14 ACCOUNT SUSPENSION OR TERMINATION

- 14.1** You acknowledge and agree that we may monitor your account and activity on the HeyLucy! Platform from time to time.
- 14.2** We may at any time suspend or terminate your access to the HeyLucy! Platform, including if any of the following occurs:
- 14.2.1** we detect any suspicious activity occurring in relation to your account, including creating false accounts with the intention of determining the price of Allied Health Services;
 - 14.2.2** for any reason, as long as we give you at least 30 days' notice;
 - 14.2.3** you default in payment of any Charges when they fall due;
 - 14.2.4** you breach these Terms of Access;
 - 14.2.5** the information you have provided to us is inaccurate, incomplete or outdated and you do not immediately take steps to correct the information.
 - 14.2.6** we are required to do so to comply with a law, order or instruction.

- 14.2.7** if we determine that it is not technically or operationally feasible or commercially viable to continue providing you access to the HeyLucy! Platform; or
- 14.2.8** we are required to disable access to the HeyLucy! Platform to carry out support and/or maintenance.
- 14.2.9** you have done anything, or are likely to do anything, that may damage the reputation of HeyLucy! or any Allied Health Clinic.

15 GENERAL

- 15.1** These Terms of Access constitute the entire agreement with respect to your access to and use of the HeyLucy! Platform.
- 15.2** We may update these terms and conditions at any time. We will provide you with 7 days' notice of any change to these conditions. If you have any concerns or do not agree to the changes to the terms, please notify us as soon as possible.
- 15.3** If any information given to you by our personnel is inconsistent with these Terms of Access, these Terms of Access prevail.
- 15.4** We may send you notices electronically by email to the email address listed as you provided when you created your account. You must notify us promptly of any change to your email address.
- 15.5** We will try to resolve any disagreements quickly and efficiently. If you are not satisfied with the way we deal with any disagreement and you want to start court proceedings, the laws of the State of South Australia, Australia apply to these Terms of Access and you may only pursue a legal action or proceeding in relation to HeyLucy! Services in South Australia, Australia.
- 15.6** The rights conferred on you under these Terms of Access are personal to you and cannot be assigned or novated to another party except with our prior written consent.
- 15.7** Clauses 9 (Intellectual Property), 10 (Confidentiality and Privacy), 14 (Warranties and Liability) and this clause 16.7 (General) and any associated definitions survive the termination or expiry of these Terms of Access.

16 Definitions

- 16.1** In these Terms of Access:
- **Approvals** includes certifications, licenses, qualifications and registrations.
 - **Charges** means all fees and other amounts payable by the Allied Health Clinic in accordance with these Terms of Access and includes the HeyLucy! Service Fee, and the Allied Health Service Fee.

- **Engagement** means the engagement by you of the Locum to provide Allied Health Services in accordance with the contract that is created between you and a Locum pursuant to clause 4.5.
- **GST Act** means the A New System (Goods and Services Tax) Act 1999 (Cth).
- **Intellectual Property Rights** means any copyright, trademark (whether registered or unregistered), design, patent, semiconductor or circuit layout rights, trade, business or company names, other proprietary rights and rights to the registration of any of the foregoing existing anywhere in the world and existing before, on or after the commencement of these Terms of Access;
- **Locum or you** refers to a professional connected to the Allied Health Clinic via the HeyLucy! Platform who is available to deliver Allied Health Services and meets the required criteria.
- **HeyLucy!, us or we** means Allied Health Locums Australia Pty Ltd ABN 82 676 643 824
- **HeyLucy! Platform** means the online platform and mobile application owned and operated by HeyLucy!.
- **HeyLucy! Services** means the services we provide to Allied Health Clinics under these Terms of Access by means of the HeyLucy! Platform.
- **HeyLucy! Service Fee** means the fee payable by the Allied Health Clinic to HeyLucy! in consideration for the provision of the Allied Health Services, being the fee per Shift
- **HeyLucy! Website** means our website at www.hey Lucy.com.au.
- **Loss** refers to any loss, liability, damage, cost, or expense.
- **Allied Health Clinic** means a clinic that is registered with the HeyLucy! Platform and is authorised to request Allied Health Services in accordance with these Terms of Access.
- **Allied Health Services** means the Allied Health Services delivered directly to the Allied Health Clinic by a Locum engaged through the HeyLucy! Platform.
- **Allied Health Service Fee** means the fee payable by the Allied Health Clinic to the Locum for the provision of the Allied Health Services.
- **Allied Health Clinic Terms of Access** means the Allied Health Clinic Terms of Access contained on the HeyLucy! Website, as varied from time to time.
- **Privacy Laws** means *the Privacy Act 1988* (Cth) and the Australian Privacy Principles (as defined in that Act).
- **RCTI** means a recipient-created tax invoice as defined by the GST Act.
- **Shift** means the duration of the Locum's engagement as specified in a request for Services.

- **Standard Terms of Engagement** the 'Terms of Engagement (Standard Terms) between the Locum and the Allied Health Clinic
- **Terms of Access** means these terms of access as varied from time to time.
- **User ID** means your email address or other details which you use to access the HeyLucy! Platform.
- **Shift** means the duration of the Engagement as specified in the Request for Allied Health Services.
- **Request for Allied Health Services** means the request by the Allied Health Clinic for the Services made through the HeyLucy! Platform in accordance with the Allied Health Clinic's Terms of Access, which has been accepted by the Locum in accordance with the Locum Terms of Access.

TERMS OF ENGAGEMENT (STANDARD TERMS) BETWEEN THE LOCUM AND THE ALLIED HEALTH CLINIC

Last updated: April 2025

These Terms of Engagement constitute an agreement between the Locum and the Allied Health Clinic for the Engagement.

By registering with HeyLucy!, each of the Locum and the Allied Health Clinic acknowledge to each other that they have read, understood and accepted these Terms of Engagement and have entered into a contract on these Terms of Engagement in respect of the Engagement.

The Locum and the Allied Health Clinic may amend these Terms of Engagement in respect of an Engagement by a document in writing.

1 ENGAGEMENT OF LOCUM

- 1.1 The Allied Health Clinic engages the Locum to provide, and the Locum agrees to provide, the Allied Health Services in accordance with the terms of this Contract for the Shift.
- 1.2 The Allied Health Services will be provided at the Premises unless otherwise agreed between the parties.

- 1.3** Nothing in this Contract will be deemed to create any partnership, franchise, agency, joint venture or relationship of employer and employee between the Allied Health Clinic and the Locum.

2 RESPONSIBILITIES

- 2.1** The Locum must carry out the Services in a conscientious, professional and expeditious manner, using all reasonable skill, care and diligence; and in accordance with their relevant Australian Board of Registration and the Australian Health Practitioner Regulation Agency ("AHPRA")

3 WARRANTIES

- 3.1** The Locum warrants and undertakes he/she:
- 3.1.1** possesses the skills and expertise to provide the Allied Health Services;
 - 3.1.2** is registered as an Allied Health Practitioner with their relevant Board of Australia and AHPRA and is qualified to perform all aspects of the Allied Health Services;
 - 3.1.3** is aware of the Allied Health Clinic's statutory and professional obligations as the proprietor of an Allied Health Clinic;
 - 3.1.4** is eligible to work in Australia;
 - 3.1.5** will abide by all Work Health & Safety obligations and take reasonable care for his/her safety and others;
 - 3.1.6** will not attend the Premises under the influence of alcohol or drugs except for prescribed medication used in accordance with the prescription; and
 - 3.1.7** will maintain and bear the cost of all necessary licenses, registrations, qualifications, training requirements and insurance during the provision of the Allied Health Services;
 - 3.1.8** will accurately enter time spent working on a Shift in the HeyLucy! Platform.

4 POLICIES AND LAWS

- 4.1** The Locum agrees to comply with the Allied Health Clinic's policies and procedures, so far as they relate to the Locum, including the policies and procedures (if any) set out in the Request for Services. Such policies and procedures may be added to or amended, in writing, from time to time. It is agreed that such policies and procedures do not form part of this Contract.
- 4.2** The Locum agrees to comply with all laws, codes, guidelines and policies that apply in connection with the Allied Health Services and its registration as an

Allied Health Practitioner as set out in their relevant registration standards as proposed by their relevant registration boards and AHPRA.

5 SUPERVISION

- 5.1 The Locum must perform the Allied Health Services without supervision by the Allied Health Clinic and, subject to meeting any customer requirements and complying with any reasonable directions given by the Allied Health Clinic, can set his/her own manner of performing the Allied Health Services.

6 NO OTHER DUTIES

- 6.1 The Locum will not be required by the Allied Health Clinic to perform any duties in connection with the running or operation of the business of the Allied Health Clinic or the Premises other than the provision of the Allied Health Services.

7 OTHER SIMILAR WORK

- 7.1 The Locum can perform the same or similar work as the Allied Health Services for other entities provided:
- 7.1.1 the Allied Health Services under this Contract are performed to the satisfaction of the Allied Health Clinic and its customers; and
 - 7.1.2 performing the other work by the Locum does not otherwise breach any term of this Contract.

8 REFUSAL TO PERFORM WORK

- 8.1 The Locum may refuse to perform a particular assignment proposed by the Allied Health Clinic provided:
- 8.1.1 the refusal is reasonable;
 - 8.1.2 reasonable notice of the refusal is given; and
 - 8.1.3 the refusal does not affect the overall performance of the Allied Health Services.

9 NO SUB-CONTRACTING

- 9.1 The Locum cannot sub-contract the Allied Health Services to another Allied Health Practitioner. If the Locum is unable to perform the Allied Health Services

for any reason, he/she must, as soon as reasonably practicable, notify both the Allied Health Clinic and HeyLucy! so that a suitable replacement can be found or other arrangement made.

10 FEES AND OTHER CHARGES

- 10.1** In consideration of the provision by the Locum of the Allied Health Services, HeyLucy! shall pay the invoiced Allied Health Clinic Charges owing to the Locum within 48 hours of issuance of the Recipient Created Tax Invoice (RCTI).
- 10.2** The Fee is inclusive of superannuation contributions sufficient for the Allied Health Clinic to avoid a charge under *the Superannuation Guarantee Charge Act 1992(Cth)*. The Allied Health Clinic will make superannuation contributions to the complying superannuation fund of the Locum's choice as nominated by the Locum through the HeyLucy! Platform. If the Locum does not nominate a superannuation fund, the Allied Health Clinic will make superannuation contributions to a superannuation fund of its choice. If a Locum is operating as a Company/Trust/Partnership it is their responsibility to pay superannuation.
- 10.3** If the Allied Health Clinic has indicated in the Request for Services that it will pay the Locum the Travel Expense Reimbursement Amount, then the Allied Health Clinic will pay the Locum the Travel Expense Reimbursement Amount.
- 10.4** The Travel Expense Reimbursement Amount is only payable if the distance travelled by the Locum from his or her principal place of residence to the Premises and back in a day (i.e. a round trip) (the Distanced Travelled) exceeds 50 kilometres. The Distance Travelled will be determined by HeyLucy! using the Google Maps app or such other app as HeyLucy! thinks fit. HeyLucy!'s determination of the Distance Travelled is final and binding on the parties. The Travel Expense Reimbursement Amount shall be calculated as a daily rate equal to the Distance Travelled (in kilometres) multiplied by \$0.96 or such other amount as HeyLucy! may determine from time to time and publish on the HeyLucy! Website.
- 10.5** The Locum directs the Allied Health Clinic to pay the Charges to HeyLucy! as the Locum's agent in accordance with the Allied Health Clinic's Terms of Access. The Allied Health Clinic agrees to pay the Charges to HeyLucy! in accordance with the Allied Health Clinic's Terms of Access.
- 10.6** If the Allied Health Clinic pays the Charges to HeyLucy! in accordance with this Contract, it shall be discharged of any obligation to pay the Charges to the Locum and shall not be responsible for any failure by HeyLucy! to pay the Charges to the Locum.
- 10.7** The parties agree that the Fee is fair and reasonable and represents full and final payment regarding the Services to be provided including in respect of the value of any materials, superannuation and insurance costs of the Locum. The parties agree the Allied Health Clinic may rely upon the Fee paid to offset any claim for underpayment made by the Locum.
- 10.8** The Allied Health Clinic is not required to reimburse the Locum for any other costs and expenses unless they have been approved by the Allied Health Clinic in advance in writing.

11 GST

- 11.1** Unless the context indicates otherwise, any term or expression in this clause 11 that is defined or used in the GST Act has the meaning given to it in the GST Act.
- 11.2** The Charges for any supply made under this Contract is exclusive of GST.
- 11.3** If:
- 11.3.1** a party makes a supply under or in connection with this agreement that is subject to GST; and
 - 11.3.2** the consideration for such a supply is not expressed to be GST inclusive, then in addition to the consideration otherwise to be paid or provided for that supply but for the application of this clause 11.3, the recipient of that supply shall, subject to receipt of a tax invoice or RCTI by the relevant party, pay an amount equal to the GST payable.
- 11.4** HeyLucy! will issue a RCTI (a recipient created tax invoice) in respect of the supply of the Allied Health Services to the Allied Health Clinic on behalf the Allied Health Clinic, and the Allied Health Clinic must pay each RCTI to HeyLucy! in accordance with the Allied Health Clinic's Terms of Access.
- 11.5** The Locum must not issue a tax invoice in respect of the supply of the Allied Health Services.
- 11.6** The Locum confirms that he/she is registered for GST and will notify the Allied Health Clinic if he/she ceases to be registered.
- 11.7** The Allied Health Clinic confirms that it is registered for GST and will notify the Locum if it ceases to be registered or if it ceases to satisfy the Australian Taxation Office's requirements for RCTIs.
- 11.8** Both parties acknowledge that they are parties to an RCTI agreement.

12 OTHER TAX MATTERS

- 12.1** Each party agrees to do all that is necessary to assist the other party in relation to providing documentation for taxation purposes.
- 12.2** The Allied Health Clinic is not responsible for any taxation liability regarding Allied Health Services provided by the Locum under this Contract, including to PAYG tax, GST, Payroll Tax or any superannuation payment or obligation under *the Superannuation Guarantee (Administration) Act 1992* (Cth).

13 BENEFITS

- 13.1** As an independent contractor the Locum is not entitled to any benefits, payments or allowances (including annual leave, personal leave, long service leave or any

other leave to which the Locum might otherwise have been entitled if the Locum was an employee and not an independent contractor).

14 EQUIPMENT AND FACILITIES

- 14.1** The Locum will provide his/her own protective clothing and any items of equipment considered by him/her to be necessary for the provision of the Allied Health Services, which are not already available at the Premises.

15 INDEMNITY AND INSURANCE

- 15.1** The Locum indemnifies and must keep indemnified the Allied Health Clinic and each other Indemnified Person from and against Loss incurred by the Allied Health Clinic arising directly or indirectly as a result of or in connection with:
- 15.1.1** the personal injury to or death of anyone and damage to any property caused by the Locum in providing the Allied Health Services;
 - 15.1.2** the acts, errors or omissions of the Locum in providing the Allied Health Services; or
 - 15.1.3** the Allied Health Clinic treating the relationship between it and the Locum as one of independent contractor.
- 15.2** The Locum must, at his/her cost, effect and maintain during the term of this Contract professional indemnity insurance that complies with their relevant Allied Health Clinic Board of Australia's registration standard.
- 15.3** The Locum must provide to the Allied Health Clinic evidence of this insurance on request.
- 15.4** The indemnity in this clause is held on bare trust by the Allied Health Clinic for each other Indemnified Person (who may claim directly under it) and continues after the termination of this Contract.

16 TERMINATION

- 16.1** This Contract will terminate if the Locum or the Allied Health Clinic cancels the Engagement in accordance with the terms of the Locum Terms of Access or the Allied Health Clinic's terms of Access.
- 16.2** Unless terminated earlier in accordance with clause 16.2, this Contract will automatically terminate at the end of the Shift.
- 16.3** This Contract may be terminated:
- 16.3.1** at any time for any reason by the Allied Health Clinic or the Locum giving not less than 48 hours written prior notice to the other; or

16.3.2 by the Allied Health Clinic without notice or any payment if the Locum:

- (a) is guilty of dishonesty or a criminal offence or is made bankrupt;
- (b) is guilty of serious misconduct or serious neglect of duty in connection with the provision of the Allied Health Services;
- (c) breaches this Contract and the breach is not capable of remedy;
- (d) breaches this Contract and fails to rectify the breach within 2 days of being required to do so;
- (e) engages in any act or omission that, in the reasonable opinion of the Allied Health Clinic, has or will likely have the effect of causing material damage to the Allied Health Clinic or its employees or the reputation of the Allied Health Clinic.

16.4 Unless otherwise agreed, the Locum agrees, upon the termination of this Contract, to deliver up to the Allied Health Clinic all property belonging to the Allied Health Clinic which may be in his/her possession, including all Confidential Information, within 3 days of termination of this Contract.

17 CONFIDENTIAL INFORMATION

17.1 All Confidential Information is and remains the property of the Allied Health Clinic.

17.2 The Locum must not, at any time during or after the termination of this Contract, for any reason directly or indirectly disclose or use (or attempt to disclose or use) any Confidential Information for his/her own benefit or the benefit of any other person or entity.

17.3 The Locum may communicate Confidential Information only:

- 17.3.1** in the proper performance of the Allied Health Services;
- 17.3.2** if required to do so by the Allied Health Clinic or by law;
- 17.3.3** to obtain legal or accounting advice relating to the Services or the terms of this Contract; or
- 17.3.4** if the Locum obtains the Allied Health Clinic's prior written consent.

17.4 The Locum must use his/her best endeavours to prevent the unauthorised use or disclosure of any Confidential Information by third parties.

17.5 If there should be any uncertainty as to whether information is Confidential Information or is lawfully within the public domain, such information is taken to be Confidential Information and/or not permitted to be disclosed unless the Allied Health Clinic advises the Locum in writing that the information is not Confidential Information and/or that it may be disclosed.

18 WARRANTIES

18.1 The Locum warrants that:

- 18.1.1 he/she has read and understood this Contract;
- 18.1.2 he/she has obtained, or had the opportunity to obtain, independent legal advice about this Contract;
- 18.1.3 he/she agrees that no promise, representation or inducement has been made by the Allied Health Clinic, other than this Contract, for him/her to sign this Contract;
- 18.1.4 there are no restrictions which operate to prevent him/her performing the Allied Health Services under this Contract;
- 18.1.5 this Contract reflects the whole agreement between the parties concerning the Allied Health Services and replaces any previous agreements, arrangements or understandings between the parties; and
- 18.1.6 he/she is aware the Allied Health Clinic is relying on these warranties.

19 GENERAL

- 19.1 This Contract is governed by the laws of the State of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of South Australia.
- 19.2 Any amendment to this Contract must be agreed to by the parties in writing.
- 19.3 The obligations of the parties under clauses 3, 13, 15, 16.4 and 17 survive the termination of this Contract.

20 Definitions

20.1 In this document unless the context requires otherwise:

- **Charges** means the Fee and (if applicable) the Travel Expense Reimbursement Amount.
- **Contract** means the contract between the Locum and the Allied Health Clinic created in accordance with the Locum Terms of Access and the Allied Health Clinic's Terms of Access contained on HeyLucy!'s website on these Terms.
- **Confidential Information** includes
 - (a) the terms of this Contract;
 - (b) the terms on which the Allied Health Clinic's contracts with its clients, customers, or suppliers;

- (c) business information relating to the Allied Health Clinics operations, affairs, current and future business plans and models, data bases, methodologies, manuals, existing or contemplated products and services, advertising manuals, ideas, concepts, trade secrets, designs, copyrights, patents, design improvements, all financial, accounting, marketing and technical information, financial projections, customer lists and customer files, data surveys, research, reports, pricing schedules, pitches, tenders, know-how, computer software including the source code, technology, operating procedures and other information, used by or relating to the Pharmacy; and
- (d) any other information which by its nature, or because the Locum has been told that it is confidential, is or could reasonably be expected to be confidential to the Allied Health Clinic or its customers.

This definition excludes any information which:

- (a) has lawfully become part of the public domain other than as a result of a breach of this Contract;
 - (b) was known by the Locum prior to the Allied Health Clinic disclosing the information; or
 - (c) the Locum is required by law to disclose.
- **Engagement** means the engagement by the Allied Health Clinic of the Locum to provide the Allied Health Services in accordance with this Contract.
 - **Fee** means the fee specified in the Request for Services.
 - **GST Act** means the *A New System (Goods and Services Tax) Act 1999* (Cth).
 - **Indemnified Person** means the Allied Health Clinic and each partner, shareholder, director, officer, employee, contractor and representative of the Allied Health Clinic.
 - **Locum** means the allied health practitioner that has accepted the Request for Services in respect of the Engagement.

- **HeyLucy!** means Allied Health Locums Pty Ltd ABN 82 676 643 824 trading as HeyLucy!.
- **HeyLucy! Platform** means the online platform and mobile application owned and operated by HeyLucy!.
- **HeyLucy! Website** means our website at www.heyLucy.com.au.
- **Locum Terms of Access** Access means the Locum Terms of Access published on the HeyLucy! Website.
- **Allied Health Clinic** means the Allied Health Clinic that has made the Request for Services in respect of the Engagement.
- **Allied Health Clinic's Terms of Access** means the Allied Health Clinic's Terms of Access published on the HeyLucy! Website.
- **Premises** means the premises of the Allied Health Clinic identified in the Request for Services.
- **Request for Allied Health Services** means the request by the Allied Health Clinic for the Services made through the HeyLucy! Platform in accordance with the Allied Health Clinic's Terms of Access, which has been accepted by the Locum in accordance with the Locum Terms of Access.
- **Allied Health Services** means the Locum services specified in the Request for Services.

- **Shift** means the duration of the Engagement as specified in the Request for Services.
- **Travel Expense Reimbursement Amount** means the daily amount that the Allied Health Clinic must (if applicable) pay the Locum in respect of travel in accordance with clause 10.3.